

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MELISSA THRASHER-LYON, on behalf of)	
herself and a class similarly situated,)	
)	
Plaintiff,)	Case No.: 11-C-4473
vs.)	
)	Judge Ruben Castillo
ILLINOIS FARMERS INSURANCE)	Magistrate Judge Michael T. Mason
COMPANY and CCS COMMERCIAL LLC)	
d/b/a CREDIT COLLECTION SERVICES)	
COMMERCIAL,)	
)	
Defendants.)	

**SUPPLEMENT TO CCS COMMERCIAL LLC'S
MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS**

Defendant CCS Commercial LLC ("CCS") by its attorneys David M. Schultz, Clifford Yuknis and Matthew T. Glavin of Hinshaw & Culbertson LLP, respectfully submits this Supplement to its Memorandum in Support of its Motion to Dismiss.

**THRASHER-LYON FAILS TO STATE A CLAIM UNDER
THE ILLINOIS AUTOMATIC TELEPHONE DIALERS ACT**

Beside the grounds stated in CCS's initial Memorandum, Thrasher-Lyon also fails to state a claim under the Illinois Automatic Telephone Dialers Act ("Illinois Telephone Act") since her allegations show the alleged calls were otherwise not prohibited. The Act provides it is a violation of the statute to play a prerecorded message placed by an autodialer without the consent of the called party. 815 ILCS 305/30(b). However, the Act defines "recorded message" as "any taped communication soliciting the sale of goods or services without live voice interaction." 815 ILCS 305/5(c). Here, there are no allegations that CCS played any "taped communications soliciting the sale of goods or services without live voice interaction."

Moreover, the Act defines "autodialer" as:

. . . any telephone dialing or accessing device, machine, computer or system capable of storing telephone numbers which is programmed to sequentially or randomly access the stored telephone numbers **in order to automatically connect a telephone with a recorded message**, the term does not include any device associated with a burglar alarm system, voice message system or fire alarm system.

815 ILCS 305/5(a) (emphasis added). Here, the complaint does not allege that this type of equipment was used or that any “recorded messages” – taped communications soliciting the sale of goods or services without live voice interaction – were played. The calls were allegedly made in an effort to collect the amount claimed (complaint ¶ 15).

Further, as stated in CCS’s initial Memorandum, Thrasher-Lyon gave her consent.

CONCLUSION

For the foregoing reasons, Defendant CCS Commercial LLC respectfully submits that the Court grant its motion to dismiss for failure to state a claim upon which relief can be granted.

HINSHAW & CULBERTSON LLP

By: /s/ Clifford E. Yuknis
One of the Attorneys for Defendant CCS
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CERTIFICATE OF SERVICE

I hereby certify that on **August 31, 2011**, I electronically filed the above and foregoing **SUPPLEMENT TO CCS COMMERCIAL LLC'S MEMORANDUM IN SUPPORT OF ITS MOTION TO DISMISS** with the Clerk of the U.S. District Court, using the CM/ECF system reflecting service to be served on all parties of record.

HINSHAW & CULBERTSON LLP

s/ Clifford E. Yuknis

Clifford E. Yuknis